



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

LIN-WOOD TEACHERS' ASSOCIATION, NEA-NH
Complainant
v.
LIN-WOOD SCHOOL BOARD and
NORMAN H. MULLEN, In his capacity as
Superintendent, SAU #23
Respondents

CASE NO. T-0204:8

DECISION NO. 82-50

BACKGROUND

Representing the Lin-Wood Teachers' Association:

John Fessenden, UniServ Director, NEA-NH
Bertrand F. Croteau

Representing the Lin-Wood School Board:

Stephen U. Samaha, Esq., Counsel
Norman H. Mullen, Superintendent
Carmine Giangreco, Principal

BACKGROUND

The complainant alleges a violation of RSA 273-A:5, I(d), (h), and (i) in that the Lin-Wood School Board violated the collective bargaining agreement by failing to adjust the salary of Bertrand Croteau in the proper way.

Under the collective bargaining agreement then in force, Mr. Croteau filed a grievance with the Administration alleging a miscalculation of his (and others) pay for 1979-80 referring to contract language which states that "Any teacher who is on or above maximum shall receive an increment equal to the average increase of individual staff members". (emphasis added).

The School Board contended that the grievance was not timely filed since it was filed more than 20 days after the grievant knew or should have known of the alleged miscalculation, and also that the grievance was not filed on the proper form. The Association claimed the grievance was "continuing" at the time and, therefore, properly filed.

The dispute centered on the way in which the "average increase" was calculated.

The grievance was subsequently submitted to arbitration and a decision was rendered on May 1, 1981 sustaining the grievance in both procedural and

substantive grounds but limiting the applicability of the award to the time period imposed by the 20-day grievance procedure filing in the contract.

The School Board declined to follow the arbitrator's award.

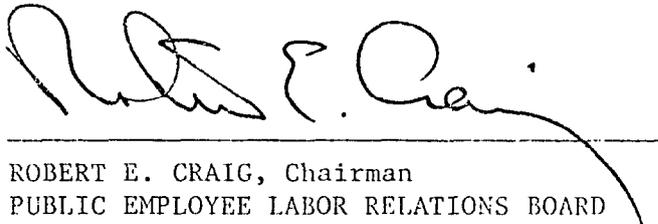
FINDINGS OF FACT AND RULINGS OF LAW

The contract then in force did not contain a binding arbitration clause but instead contained an advisory arbitration process and clearly stipulated that the School Board would make the final decision.

The Association and the School Board have subsequently come to an agreement on the use of the Association's method of computation.

BOARD DECISION

The School Board was within its contractual rights to refuse to be bound by the arbitrator's decision and award, therefore, the PELRB finds no unfair labor practice has been committed and the complaint is hereby dismissed.



ROBERT E. CRAIG, Chairman  
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Signed this 15th day of July, 1982.

By unanimous vote. Chairman Robert E. Craig presiding. Members David L. Mayhew, Russell F. Hilliard and James C. Anderson present and voting. Also present, Executive Director, Evelyn C. LeBrun